fide holder may enforce the instrument at law. *Frank* v. *Lilienfeld,* 74 Va. 377; *Prim* v. *Hammel,* 134 Ala. 652.

BILLS AND NOTES—SUFFICIENCY OF PLAINTIFF'S TITLE.—Action on a note payable to one C and by him indorsed to plaintiff. The latter indorsed in blank before maturity and placed the note in a bank, notifying the defendant to pay it there. Defendant contends that plaintiff cannot sue as the legal title is in the bank. *Held,* plaintiff can recover. *Hughes* v. *Black* (1905), — Ala. —, 39 So. Rep. 984.

The blank indorsement of a note gives to the holder a prima facie legal title upon which a suit may be based. *Bank* v. *Wofford,* 71 Miss. 711; *Berney* v. *Steiner,* 108 Ala. 111; *Curtis* v. *Sprague,* 51 Cal. 239. The burden of proof is on the defendant to show want of title in the plaintiff. *Shaw* v. *Jacobs,* 89 Ia. 713; *Berney* v. *Steiner,* 108 Ala. 111; *Anniston* v. *Furnace Co.,* 94 Ala. 606.

BILLS AND NOTES—RIGHTS OF AN ACCOMMODATION MAKER.—In an action by the accommodation maker of a note, who had been compelled to pay it, against the indorsers (the accommodated parties), the defense was that the written instrument could not be varied by parol. *Held,* parol evidence is admissible to show plaintiff's true relation to the transaction. *Morgan* v. *Thompson et al.* (1905), — N. J. —, 62 Atl. Rep. 410.

The suit is really one to recover money paid for the use of the defendants. One who makes a note for the accommodation of another can, after having been compelled to pay the same to a bona fide holder, recover the amount paid from the party accommodated. *Peale* v. *Addicks,* 174 Pa. St. 543; *Burton* v. *Slaughter,* 26 Gratt. 914; *Martin* v. *Muncy,* 40 La. Ann. 190. This because under the negotiable instruments law evidence is admissible to show that, as between themselves, the indorsers of a note have agreed as to their liability otherwise than appears from the order of their indorsements. P. L. N. J., 1902, p. 596, § 68.

CARRIERS—LIABILITY OF STEAMSHIP COMPANY FOR LOSS OF PASSENGER'S BAGGAGE.—Plaintiff's assignor was a steamship passenger from Italy to New York. While the ship was lying in the harbor of Naples he went ashore, leaving his state-room door unlocked, and remained away several hours. Upon his return he found the door open and that jewelry to the amount of $225 had been stolen in his absence. Upon proof that the steward had been in the state-room after the plaintiff left, had noticed the jewelry, but had not locked the door, it was *held* that defendant company was guilty of negligence and liable for the amount claimed. *Hart* v. *North German Lloyd Steamship Company* (1905), 95 N. Y. Supp. 733.

Steamship companies, partaking as they do of the nature both of inn-keepers and of common carriers, yet differing from both, are placed in a peculiar position as to their liability for the theft of the personal belongings of passengers. The strict rule of the inn-keeper's liability would make them responsible for all losses not the direct result of the act of God, a public enemy or the guest's own negligence, *Hulett* v. *Swift,* 33 N. Y. 571, 88 Am. Dec. 405. This rule was applied in *Adams* v. *New Jersey Steamboat Co.,* 151